

In the Matter of THE BISHOP PRODUCTS COMPANY and UNITED AUTOMOBILE WORKERS OF AMERICA, LOCAL 217, AFFILIATED WITH THE C. I. O.

*Case No. C-1355.—Decided October 2, 1939*

*Automobile Seat Covers and Imitation Leather Novelties Manufacturing Industry—Settlement:* stipulation providing for compliance with the Act—*Order:* entered on stipulation.

*Mr. Oscar S. Smith and Mr. Bernard R. Bralove, for the Board.*  
*Mr. Ralph W. Bell, of Cleveland, Ohio, for the respondent.*  
*Mr. A. E. Stevenson, of Cleveland, Ohio, for the Union.*  
*Mr. F. Hamilton Seeley, of counsel to the Board.*

DECISION

AND

ORDER

STATEMENT OF THE CASE

Upon charges duly filed by Local 217, United Automobile Workers of America, affiliated with the C. I. O., herein called the Union, the National Labor Relations Board, herein called the Board, by the Regional Director for the Eighth Region (Cleveland, Ohio), issued its complaint dated August 17, 1939, against The Bishop Products Company, Cleveland, Ohio, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (2) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint and notice of hearing thereon were duly served upon the respondent, the Union, and the Bishop Products Employees Association, herein called the Association, a labor organization allegedly dominated and supported by the respondent.<sup>1</sup>

Concerning the unfair labor practices, the complaint alleged, in substance, that the respondent (1) dominated and interfered with the formation of the Association, suggested, advised, urged, and warned its employees to join the Association, coerced and intimidated its employees into joining the Association, promoted and encouraged

<sup>1</sup> On August 18, 1939, the Association wrote a letter to the Regional Director acknowledging receipt of the complaint and notice of hearing and stating that the "Association does not wish to intervene or be a party in this matter."

the growth of the Association, dominated and interfered with the administration of the Association, and contributed financial and other support thereto, and (2) by the above-mentioned activities and by urging, persuading, or warning its employees to refrain from becoming or remaining members of the Union, interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act.

On September 2, 1939, the respondent, the Union, the Regional Director, and counsel for the Board entered into a stipulation in settlement of the case. This stipulation provides as follows:

#### STIPULATION

It is hereby stipulated and agreed by and among The Bishop Products Company (hereinafter called the respondent) by its counsel, Ralph W. Bell, United Automobile Workers of America, Local 217, affiliated with the C. I. O. (hereinafter called the union), by its representative, A. E. Stevenson, and Oscar S. Smith, Regional Director for the Eighth Region of the National Labor Relations Board, and Bernard R. Bralove, attorney for the National Labor Relations Board, that:

I. Upon a charge duly filed by the union, the National Labor Relations Board (hereinafter called the Board) by the Regional Director for the Eighth Region, acting pursuant to authority granted in Section 10 (b) of the National Labor Relations Act, 49 Stat. 449 (hereinafter called the Act) and pursuant to Article II, Section 5 and Article IV, Section 1 of the National Labor Relations Board Rules and Regulations, Series 2, duly issued a complaint and notice of hearing thereon on August 17, 1939 against the respondent.

II. All parties hereto hereby acknowledge service of such complaint, notice of hearing, charge, and copy of National Labor Relations Board Rules and Regulations, Series 2, and expressly waive further pleadings, hearing, and the making of findings of fact and conclusions of law by the Board.

III. The respondent is and has been since November, 1920 a corporation organized and existing under and by virtue of the laws of the State of Ohio, having its principal office and place of business in the City of Cleveland, County of Cuyahoga, State of Ohio, and is now and has continuously been engaged at its plant in Cleveland, Ohio in the manufacture, sale and distribution of automobile seat covers and imitation leather novelties. The total value of the raw materials purchased by respondent in 1938 was in excess of \$50,000, of which eighty percent (80%) by value was purchased outside of the State of Ohio, and shipped by common carrier to respondent's plant in Cleveland, Ohio.

The total value of finished products sold by respondent in 1938 was in excess of \$125,000 of which sixty percent (60%) by value was sold and shipped outside of the State of Ohio.

IV. The respondent is engaged in interstate commerce within the meaning of the National Labor Relations Act.

V. The union and the Bishop Products Employees Association are labor organizations as defined in Section 2, subsection 5 of the Act.

VI. This stipulation, together with the charge, complaint, notice of hearing, and letter from Bishop Products Employees Association to Oscar S. Smith, Regional Director of the Eighth Region signed by James B. Balmenti, its attorney, dated August 18th, 1939, may be filed with the Chief Trial Examiner of the National Labor Relations Board at Washington, D. C., and when so filed shall constitute the record in this case.

VII. Upon this stipulation and the pleadings, if approved by the National Labor Relations Board, an order may forthwith be entered by said Board providing as follows:

1. Respondent, its officers, agents, successors and assigns shall not:

(a) Dominate or interfere with the administration of the Bishop Products Employees Association, or dominate or interfere with the formation or administration of any other labor organization of its employees, or contribute financial or other support to the Bishop Products Employees Association, or any other labor organization of its employees.

(b) Discourage membership in United Automobile Workers of America, Local 317,<sup>2</sup> affiliated with the C. I. O., or any other labor organization of its employees, by urging, persuading or warning its employees to refrain from becoming or remaining members of said organization.

(c) In any other manner interfere with, restrain, or coerce its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining and other mutual aid or protection as guaranteed in Section 7 of the Act.

2. The respondent, its officers, agents, successors or assigns shall take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Refrain from all recognition of the Bishop Products Employees Association as representative of any of its employees

---

<sup>2</sup> Obviously a typographical error since the local here involved is Local 217.

for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment.

(b) Post and keep visible in conspicuous places throughout the plant, for a period of sixty (60) days after receipt, copies of the Board order entered herein, and notice stating that the respondent will comply with Section 1 of this order and will take affirmative action as aforesaid.

(c) Notify the Regional Director for the Eighth Region, in writing, within ten (10) days from the date of the Board's order, what steps respondent has taken to comply therewith.

VIII. It is stipulated and agreed that any appropriate Circuit Court of Appeals in the United States may upon application by the National Labor Relations Board enter its decree enforcing the order of the Board in the form above set out. Respondent waives its right to contest the entry of any such decree and its right to receive notice of the filing of an application for the entry of such decree.

IX. This stipulation contains the entire agreement between the parties, there being no agreement of any kind, verbal or otherwise, which varies, alters, or adds to this stipulation.

X. This stipulation shall be of no force and effect unless and until approved by the Board.

On September 14, 1939, the Board issued its order approving the above stipulation, making it part of the record, and, pursuant to Article II, Section 36, of National Labor Relations Board Rules and Regulations—Series 2, transferring the proceeding to the Board for the purpose of entry of a decision and order by the Board pursuant to the provisions of the stipulation.

Upon the basis of the above stipulation and the entire record in the case, the Board makes the following:

### FINDINGS OF FACT

#### I. THE BUSINESS OF THE RESPONDENT

The Bishop Products Company, the respondent, is an Ohio corporation having its principal office and place of business in Cleveland, Ohio, and is engaged in the manufacture, sale, and distribution of automobile seat covers and imitation leather novelties. The total value of the raw materials purchased by the respondent in 1938 was in excess of \$50,000. Eighty per cent by value of these raw materials were purchased outside the State of Ohio, and shipped to the respondent's plant. The total value of finished products sold by the respondent in 1938 was in excess of \$125,000. Sixty per cent by value

of these products were sold and shipped outside the State of Ohio. The respondent admits that it is engaged in commerce within the meaning of Section 2 (6) of the Act.

We find that the above-described operations of the respondent constitute a continuous flow of trade, traffic, and commerce among the several States.

### ORDER

Upon the basis of the above findings of fact, stipulation, and the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, the National Labor Relations Board hereby orders that The Bishop Products Company, Cleveland, Ohio, and its officers, agents, successors and assigns:

1. Shall not:

(a) Dominate or interfere with the administration of the Bishop Products Employees Association, or dominate or interfere with the formation or administration of any other labor organization of its employees, or contribute financial or other support to the Bishop Products Employees Association, or any other labor organization of its employees;

(b) Discourage membership in United Automobile Workers of America, Local 217, affiliated with the C. I. O., or any other labor organization of its employees, by urging, persuading or warning its employees to refrain from becoming or remaining members of said organization;

(c) In any other manner interfere with, restrain, or coerce its employees in the exercise of their rights to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining and other mutual aid or protection as guaranteed in Section 7 of the Act.

2. Take the following affirmative action to effectuate the policies of the National Labor Relations Act:

(a) Refrain from all recognition of the Bishop Products Employees Association as representative of any of its employees for the purpose of dealing with the respondent concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other conditions of employment;

(b) Post and keep visible in conspicuous places throughout the plant, for a period of sixty (60) days after receipt of this Order notices stating that the respondent will comply with Section 1 of this order and will take affirmative action as aforesaid;

(c) Notify the Regional Director for the Eighth Region, in writing, within ten (10) days from the date of this order, what steps the respondent has taken to comply herewith.